

**PILOT LOCAL GOVERNMENT
PARTNERSHIP PROGRAM**

**ASSISTANCE TO GAIG AND
GUIDELINES AND TOOLS
FOR MANAGING AND
OPERATING AN INCUBATOR**

Prepared for



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PILOT LOCAL GOVERNMENT PARTNERSHIP PROGRAM

ASSISTANCE TO GAIG AND GUIDELINES AND TOOLS FOR MANAGING AND OPERATING AN INCUBATOR

OVERVIEW

On 24 June 1997 a meeting was held at the Gliwice Agency for Economic Initiatives (GAIG) in Gliwice, Poland. Attending the meeting were:

- Chairman of the GAIG
- Director of the Incubator
- Director for Training
- FISE representative

The purpose of the meeting was to analyze the changes that had taken place in the Incubator since the previous visit in April. At the meeting it was decided that the following tasks would be completed:

- (1) To develop materials supporting incubator management and operation
- (2) To develop a training program

The activities under item (1) included the analysis of existing documents, selecting companies for the Incubator, and establishing a system of settlements and fees that companies would pay to the Incubator.

The following attached materials connected with incubator operation were developed:

- A lease agreement
- Regulations and principles of remaining in the Incubator
- An application form for an admission of a company to the Incubator
- A financial settlement table of possible subsidies for the Incubator
- A acceptance – take-over act of the premises

The activities under item (2) cover three stages of the training program. The first stage of training involves preparing an individual to analyze personal skills and predisposition. The second stage of training involves preparing to start business activity. The third stage aims at gaining skills and knowledge in running one's own company. The developed training program is also attached.

The discussions of materials developed and methods of their use were carried out during two working meetings on 24 June and 9 July 1997.

The meetings were attended by the Director of the GAIG and the Director of the Gliwice Incubator.

The period between the meetings was designated to develop materials used in the Incubator operation and to develop the training program that could be presented to companies interested in the incubator, and individuals interested in starting business activity.

ATTACHMENTS

LEASE AGREEMENT

for the premises located in

signed on

between

.....
represented by:

..... - Director of the Business Incubator

hereafter referred to as the "Lessor" and

..... -

identity card No. issued by

running business activity registered inhereafter referred to as the
"Leaseholder".

§ 1

The Lessor who holds the property at leases to the Leaseholder:

- the premises consisting of the rooms marked as of total space² in a building at
..... Street.

§ 2

The Leaseholder will use the premises leased for the purposes of business activity as follows:

§ 3

1. A breach of the provision provided for in § 2 will allow the Lessor to terminate the Agreement immediately without keeping a relevant notice requirement.
2. The right to terminate the Lease Agreement immediately can also be exercised in the following cases:
 - a) maximum time of staying in the Incubator, i.e. 3 years;
 - b) failing to start operation within 3 months from the date of signing this Agreement;
 - c) illegal enterprise activity;
 - d) the enterprise activity dangerous to other tenants of the Incubator or hazardous to environment;
 - e) failure to pay rent for 2 months;
 - f) breach of the Incubator Internal Regulations provisions.

§ 4

1. The Leaseholder is obliged to pay the rent of/m², i.e. / month (say:) since for the use of the premises specified in § 1.
2. For the period of the rent will be deducted by a discount of / month.

§ 5

1. The Leaseholder shall pay the Lessor for electricity against the indications of the meters installed in the premises leased.
2. The Leaseholder shall pay the Lessor for water consumed in the volume of 4 m³ according to the rates the Lessor is charged with.
3. The Leaseholder shall pay for central heating against the indications of a heat meter. The settlement of heat will be done once a year after the heat season is finished. The Leaseholder shall prepay heat supply based on the invoices received.

§ 6

1. Liabilities specified in § 4 shall be prepaid by the Leaseholder at the cash desk until the 10th day of every month with statutory interest, should the payment dates not be kept.
2. Liabilities specified in § 5 shall be paid by the Leaseholder within 7 days from the receipt of an invoice together with statutory interest, should the payment dates not be kept.

§ 7

The Lessor reserves the right to change the amount of rent specified in § 4 of the Agreement after a prior notice to the Leaseholder at least three calendar months before the beginning of the period since which the changed rent shall be payable.

§ 8

The Leaseholder is obliged to keep cleanness and order on ongoing basis both in the premises and in front of it as well as to perform maintenance work in the premises on ongoing basis.

§ 9

1. Premises adjustments shall be carried out by the Leaseholder at his own cost.
2. Repairs and improvements that shall not be incurred by the Leaseholder require a written consent of the Lessor specifying responsibilities of both parties in detail.



§ 10

Subleasing or subletting the premises or its parts by the Leaseholder to third party requires the consent of the Lessor.

§ 11

The Agreement has been concluded for an undefined period starting on with a possibility to be terminated by the parties at a 3-month notice that should be in a written form.

§ 12

This Agreement may only be amended in writing under sanction of nullity.

§ 13

Matters not covered in this Agreement are governed by the Polish Civil Code.

§ 14

All disputes arising out of or in connection with this Agreement shall be submitted for final settlement by a competent District Court.

§ 15

Stamp duties related to this Agreement shall be paid by the Leaseholder.

§ 16

This Agreement has been prepared in three identical copies accepted and signed by both parties, two copies for the Lessor and one copy for the Leaseholder.

FOR THE LESSOR

FOR THE LEASEHOLDER

REMAINING IN THE INCUBATOR

REGULATIONS AND PRINCIPLES

1. The Leaseholder should keep the area of a corridor adjacent to the premises leased by the Leaseholder in proper order.
2. Any sign, inscription, picture or advertisement situated in the premises leased by the Leaseholder that is visible outside is to be installed on Leaseholder's cost and in such a way and form that has been indicated by the Director of the Incubator and in a place designed for this. No sign, inscription, picture or advertisement shall be placed in an outside window or in such a way as to be visible outside the Incubator without a prior consent of the Director of the Incubator.
3. The Leaseholder, customers, individuals invited and guests of the Leaseholder shall not block sidewalks, entrances, passages, corridors, staircases or other places inside or in the vicinity of the Incubator.
4. The Leaseholder shall not cause excessive noise, disturbance, vibrations, unpleasant odors or poisonous fumes, nor shall the Leaseholder use any electric, electronic or other equipment that emits excessive noise or is dangerous to other Incubator tenants or disturbs operation of other instruments and equipment and radio and TV receivers within the Incubator and its vicinity and the Leaseholder shall not place a transmitter or an antenna outside the premises leased without a clear consent of the Director of the Incubator.
5. The Leaseholder shall not waste electricity, hot water and the Leaseholder undertakes to cooperate fully with the Director of the Incubator in order to ensure most effective functioning of heating, electric and water systems of the Incubator. Especially, the Leaseholder shall not regulate control equipment of those systems except for thermostats inside the premises leased.
6. The Leaseholder shall receive keys to the premises leased on signing the Lease Agreement and undertaking to follow the "Instruction of a Key Holder". The Leaseholder undertakes not to install any additional locks and protections on doors and to acquire key duplicates from the Incubator Management only. All locks not approved by the Director of the Incubator shall be removed at his request and their traces removed at the Leaseholder's cost. After the lease has expired the Leaseholder shall return all keys to the management of the Incubator and make lockers and other equipment of similar kind left inside the premises leased available to the Incubator Management.
7. The Leaseholder assumes full responsibility for protecting own premises leased against theft or burglary. The Leaseholder is responsible for locking the door to the premises leased and protecting other ways of a direct access to the premises leased.

8. The Leaseholder shall not install or use any machines or equipment that are not directly related to the activity run in the premises leased without a written consent of the Director of the Incubator.
9. The Leaseholder is not allowed to:
 - Use the premises leased for sleeping or any immoral or illegal purposes
 - Use the premises leased for production or sale of alcohol
 - Use the premises leased for production or sale of drugs as well as use drugs in the Incubator
10. The Leaseholder should observe relevant legal regulations and local standards as well as safety, fire and building regulations and instructions, the Leaseholder shall not use the premises leased either directly or indirectly against them or in any other way that might create a danger to individuals or properties or that might result in the increase of insurance rate or requiring the broadening of insurance scope.
11. The Leaseholder shall cooperate and take part in all actions related to the safety of the Incubator.
12. If the Leaseholder needs any alarm equipment other than already installed, it should be installed after a prior approval of the Director of the Incubator and at the Leaseholder's cost.
13. The Leaseholder shall not connect any apparatus or equipment to the incubator water system without a prior written consent of the Director of the Incubator.
14. Any damages resulting from the moving or mounting Incubator furniture, equipment and fixtures and fittings within the Incubator shall be removed at the Leaseholder's cost.
15. The Director of the Incubator has the right to specify and recommend maximum load and proper location of any heavy equipment or machine that is to be placed in the Incubator and to refuse to accept those that in the opinion of the Director of the Incubator can cause damage to floors or building structure.
16. If the Director of the Incubator allows one or more Leaseholders to waive internal regulations of the Incubator, this does not mean that a relevant regulation has been waived in regard to other Leaseholders.
17. Should any nonconformities arise between this Regulations and the Lease Agreement, the Lease Agreement prevails.

APPLICATION FOR AN ADMISSION TO THE BUSINESS INCUBATOR

(Below data shall be treated as confidential and used only to evaluate
the Application for an Admission to the Business Incubator)

1. Enterprise name
2. Address
3. Representative
4. Phone No. Office Home
5. Type of business activity

(A short description of production or services, market characteristics, enclose advertising
brochures, information about the enterprise for customers)

.....
.....
.....
.....
.....

6. Form of enterprise ownership
___ private, registered in a state administration office
___ partnership
___ limited liability company
___ other
7. The enterprise is managed or established by
___ an unemployed person
___ ex-unemployed person
___ other
8. Professional skills of individuals managing the enterprise

.....
.....
.....



9. List of shareholders or partners possessing more than 20% of shares

Name and address	engagement in other enterprises
.....
.....
.....

10. Date of enterprise establishing or starting activity

11. Present activity of the enterprise (e.g. work on prototypes, development of existing production)

.....
.....

12. Annual sales (Last fiscal year) PLN

13. Profit/loss of the enterprise for the last fiscal year PLN

14. Number of employees (including the owner):

full time part time mandatory contract

15. Increase in employment:

- in first year including:
part time full time
- in second year including:
part time full time

16. Sources of enterprise financing used so far:

___ internal funds
___ external private investors
___ other enterprises
___ other sources (specify)

17. Is the firm going to require additional financing after admission to the Incubator

___ YES ___ NO

18. Bank references (list Bank name and representative)
.....
.....
.....
19. Enterprise legal adviser (name or company name)
20. Enterprise accountant (name or company name)
21. Other advisers (names)
22. Main trade references (if exist)
.....
.....
.....
23. Business Plan
___ is ready and available for review
___ is being prepared and available on
24. Is help necessary to finish Business Plan?
___ YES ___ NO
25. Specification of areas required by the enterprise in sq. meters
- | | |
|-------------------|------------------|
| • office | production |
| • warehouse | laboratory |
26. Is it necessary for the enterprise to be located in one place?
___ YES ___ NO
27. Specific requirements of the enterprise (electricity, ventilation, load capacity of floor, lifting capacity of ceiling, room height, etc.)
28. Is a direct access to loading ramp necessary?
___ YES ___ NO
29. Is a 24-hour access to the building necessary?
___ YES ___ NO
30. Does the enterprise produce hazardous waste, smoke, vibrations, noise, radiation, excessive heat, poisons?
___ YES ___ NO



31. Does the production process result in physical or electric overload, fire danger or anything that can be deemed to exceed normal practice of running business?

___ YES

___ NO

32. Expected date of moving in to the Business Incubator

33. Services the enterprise will use in the Incubator at present and in future

	At present	In future
Receptionist	___	___
Conference hall	___	___
Phone service	___	___
Management consulting	___	___
Support in planing	___	___
Mailing services	___	___
Security and cleaning	___	___
Secretary / typing	___	___
Photocopying	___	___
Transport	___	___
Library	___	___

Please specify other needs
.....
.....

What type of support related to management will be useful for your enterprise in the Incubator?

.....
.....
.....

I undersigned state that the Business Incubator does not bear any responsibility for success or failure of my venture. The role of the Incubator is to advise and any piece of advice or information can be used or not at my own discretion.

I indemnify the Incubator and its employees against any responsibility related to the operation of my venture.

Signature

Date

REPORT FROM FINANCIAL TASKS PERFORMED

Cost Type	Monthly performance	Performance accrued	% of subsidy used
Premises maintenance <ul style="list-style-type: none">– rent– electricity– central heating– phone			
Materials and services <ul style="list-style-type: none">– office– newspapers and magazines– small repairs– telecommunication			
Salaries <ul style="list-style-type: none">– employees– training– consulting– non-personal– mark-ups on salaries			
Business trips			
Total operating costs			
Office equipment			

Prepared by:

ACCEPTANCE – TAKE-OVER ACT

of giving over the premises located in Radom at ul. Kosciuszki, in accordance with the Agreement of 14 November 1996.

Giving-Over Party

Stowarzyszenie "Radomskie Centrum Przedsi"biorczosci" ("Radom Business Center" Association) represented by Kazimierz Piotrowski, MSc Eng - Director of Business Incubator.

Taking-Over Party

Firma "Gabinet Lekarski" ("Surgery") represented by Ms. Urszula Kempa, the owner. The Lessor gives over the premises marked as ... comprising 2 rooms of total area of 15.5 m².

The following installations are in the premises:

! Bathroom

Lavatory pan - 1 pc
Sink - 1 pc
Fittings - 1 pc
Shower-bath - 1 pc
Shower - 1 pc plus DAFI heater - 1 pc
ERICSSON - Basic telephone set - 1 pc

! Surgery room

Heater - 1 pc plus Danfoss valves
Lamp - 1 pc
Alarm sensor - 1 pc

The Act has been prepared in 2 copies.

For giving-over party

For taking-over party

"BUSINESS BASICS" TRAINING PROGRAM

1. Developing an economic venture project - business plan - 23 hours

- ! Specify and discuss the stages of business plan development - 8 hours
- ! Plan capital expenditure - 2 hours
- ! Define costs and sales, develop profit and loss account - 8 hours
- ! Plan cash flows - 3 hours
- ! Break-even point - 2 hours

2. Practical marketing - 7 hours

- ! Market presentation and segmentation - 1 hour
- ! Market surveys /questionnaire development, market analysis/ - 2 hours
- ! SWOT analysis - 2 hours
- ! Marketing mix /product, price, distribution, promotion/ - 2 hours

3. Company management methods - 8 hours

- ! Company organization - 3 hours
- ! Legal form adjustment to company organization - 3 hours
- ! Management methods - 2 hours

4. Tax law elements and tax forms - 21 hours

- ! Personal Income Tax - 4 hours
- ! VAT - 4 hours
- ! Principles of settlements with ZUS /Social Security/ - 4 hours
- ! Forms of settlements with Inland Revenue Office / book of inflows and outflows, recorded lump sum tax, tax card/ - 9 hours

5. Financing of business activity - 5 hours

- ! Internal financing - 1 hour
- ! External funding - 2 hours
- ! Types of loan securing - 2 hours

6. Verification and evaluation of individual economic ventures prepared - 6 hours